

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

EVA A. RAMIREZ,

Plaintiff,

v.

OLYMPIC HEALTH MANAGEMENT  
SYSTEMS, INC., a Washington  
Corporation,

Defendant.

NO. CV-07-3044-EFS

**PROTECTIVE ORDER**

On October 8, 2007 the parties filed a Stipulation and [Proposed] Protective Order. (Ct. Rec. 12.) Based upon the parties' stipulation, the following protective order is **HEREBY ENTERED**:

1. Olympic Health is engaged, inter alia, in the sale of health-based insurance products. In the course of conducting business, Olympic Health obtains confidential financial and health-related information relating to its clients and prospective clients.

2. Some of the documents that are relevant to this litigation also contain confidential financial and health-related information pertaining

1 to third parties, and proprietary information belonging to Olympic  
2 Health.

3 3. In addition, the parties anticipate that certain documents may  
4 contain confidential information relating to non-party employees of  
5 Olympic Health.

6 4. Therefore, the parties request a protective order to apply to  
7 certain documents, materials, and information, including without  
8 limitation, documents produced, answers to interrogatories, responses to  
9 requests for admission, deposition testimony, and other information  
10 disclosed pursuant to the disclosure or discovery duties created by the  
11 Federal Rules of Civil Procedure, that contain private, confidential  
12 information pertaining to parties or non-parties to this action.

13 5. For purposes of this requested Order, the parties agree that  
14 "document" is defined as provided in Fed. R. Civ. P. 34(a). A draft or  
15 non identical copy is a separate document within the meaning of this  
16 term.

17 6. The parties agree that information designated "CONFIDENTIAL"  
18 may include personal or private information contained in personnel files  
19 or employment records of current or former employees of Defendant who are  
20 not parties to this lawsuit; medical information and records; Defendant's  
21 business records, such as and containing, and including but not limited  
22 to, customer lists, customer names, customer address, potential  
23 customers, potential customer names and potential customer address,  
24 application status records, sales and commission records, non-public  
25 pricing, merchandising, or financial information and records of  
26 Defendant; tax and financial information and records of Plaintiff,  
Defendant, and non-parties; non-public identifying information regarding

1 Plaintiff, Defendant, non-parties, and witnesses, including Social  
2 Security numbers, addresses and phone numbers; and/or trade secrets and  
3 proprietary information of Defendant.

4 7. The parties agree that CONFIDENTIAL information shall not,  
5 without the consent of the party producing it, the consent of the  
6 individual whose information is at issue, or further Order of the Court,  
7 be disclosed except that such information may be disclosed to:

- 8 (a) attorneys actively working on this case;
- 9 (b) persons regularly employed or associated with the  
10 attorneys actively working on the case whose assistance  
11 is required by said attorneys in the preparation for  
12 trial, at trial, or at other proceedings in this case;
- 13 (c) the parties;
- 14 (d) expert witnesses and consultants retained in connection  
15 with this proceeding, to the extent such disclosure is  
16 necessary for preparation, trial or other proceedings in  
17 this case;
- 18 (e) the Court and its employees ("Court Personnel");
- 19 (f) stenographic reporters who are engaged in proceedings  
20 necessarily incident to the conduct of this action;
- 21 (g) deponents, witnesses, or potential witnesses to the  
22 extent such disclosure is necessary to a witness's  
23 deposition or trial testimony and preparation therefore;  
24 and
- 25 (h) other persons by written agreement of the parties.

26 8. Prior to disclosing any CONFIDENTIAL information to any person  
listed above (other than counsel, persons employed by counsel, the

1 parties, Court Personnel and stenographic reporters), the parties agree  
2 that counsel shall provide such person with a copy of the Protective  
3 Order and obtain from such person a written acknowledgment stating that  
4 he or she has read the Protective Order and agrees to be bound by its  
5 provisions.

6 9. The parties agree that documents will be designated as  
7 CONFIDENTIAL by placing or affixing on them (in a manner that will not  
8 interfere with their legibility) the following or other appropriate  
9 notice: "CONFIDENTIAL."

10 10. The parties agree that whenever an exhibit to a deposition  
11 involves the disclosure of CONFIDENTIAL information, the deposition  
12 exhibit or portions thereof shall be designated as CONFIDENTIAL and shall  
13 be subject to the provisions of the Protective Order. The parties  
14 further agree that such designation shall be made on the record during  
15 the deposition.

16 11. All parties agree that a party may object to the designation  
17 of particular CONFIDENTIAL information by giving written notice to the  
18 party designating the disputed information, and that the written notice  
19 shall identify the information to which the objection is made. If the  
20 parties cannot resolve the objection within thirty (30) business days  
21 after the time the notice is received, it shall be the obligation of the  
22 party designating the information as CONFIDENTIAL to file an appropriate  
23 motion requesting that the Court determine whether the disputed  
24 information should be subject to the terms of the Protective Order. If  
25 such a motion is timely filed, the disputed information shall be treated  
26 as CONFIDENTIAL under the terms of the Protective Order until the Court  
rules on the motion. If the designating party fails to file such a

1 motion within the prescribed time, the disputed information shall lose  
2 its designation as CONFIDENTIAL and shall not thereafter be treated as  
3 CONFIDENTIAL in accordance with the Protective Order. In connection with  
4 a motion filed under this provision, the party designating the  
5 information as CONFIDENTIAL shall bear the burden of establishing that  
6 good cause exists for the disputed information to be treated as  
7 CONFIDENTIAL.

8 12. The parties agree that any document or information designated  
9 as CONFIDENTIAL will not be used in any manner whatsoever, other than as  
10 is necessary for the prosecution and/or defense of this litigation. The  
11 parties agree that any use of CONFIDENTIAL information other than for  
12 purposes of this litigation is prohibited and shall be subject to  
13 sanctions by this court.

14 13. At the conclusion of this case, unless other arrangements are  
15 agreed upon, the parties agree that each document and all copies thereof  
16 which have been designated as CONFIDENTIAL shall be returned to the party  
17 that designated it CONFIDENTIAL, provided that party makes a request  
18 within 30 days of the conclusion of the case. If no request is made, or  
19 if the parties agree, all confidential documents will be destroyed or the  
20 parties may elect to destroy CONFIDENTIAL documents. Where the parties  
21 agree to destroy CONFIDENTIAL documents, the destroying party shall  
22 provide all parties with a letter confirming the destruction.

23 14. The parties understand that the Court may modify such  
24 Protective Order at any time for good cause shown following notice to all  
25 parties and an opportunity for them to be heard.  
26

1       **IT IS SO ORDERED.** The District Court Executive is directed to enter  
2 this Order and distribute copies to counsel.

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4       **DATED** this 10<sup>th</sup> day of October, 2007.

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6                               S/ Edward F. Shea

EDWARD F. SHEA

7                               United States District Judge

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